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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

In re C.C., a Person Coming Under the  
Juvenile Court Law.

H034343  
(Santa Clara County  
Super. Ct. No. JV29032)

THE PEOPLE,

Plaintiff and Respondent,

v.

C.C.,

Defendant and Appellant.

The juvenile court found C.C. (minor) to be a person described by Welfare and Institutions Code section 602<sup>1</sup> (wardship for violation of law) in that he had possessed weapons on school grounds (weapons 602) and committed first degree burglary (burglary 602). It placed minor on probation. Minor left home in violation of probation. The juvenile court then sustained a section 777 petition (violation of probation not amounting to crime) and continued minor on probation. It then placed minor in the Juvenile Drug Treatment Court (JTC) program after signing an agreement with minor that outlined the conditions of minor's participation in the program. After minor successfully completed the program, it terminated minor's probation stemming from the weapons 602. But it

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<sup>1</sup> Further unspecified statutory references are to the Welfare and Institutions Code.

refused to terminate minor's probation stemming from the burglary 602 because minor had not fulfilled a condition of probation to make restitution to the burglary victim. On appeal, minor contends that he is entitled to have his probation in the burglary 602 dismissed pursuant to the JTC agreement. We agree. We therefore reverse the judgment and direct dismissal of minor's probation in the burglary 602.

### BACKGROUND

In October 2004, 13-year-old minor brought a BB gun onto his school grounds because another student was bothering him. A teacher's assistant confronted minor, took the weapon, and delivered it to the assistant principal.

In January 2005, minor possessed a 2.5 inch single edged bladed locking folding knife on school grounds. A student observed this fact and reported such to a teacher. The teacher searched minor, obtained the knife, and delivered it to the assistant principal.

On February 1, 2005, the People filed a section 602 petition against minor for the BB gun incident. The juvenile court gave the petition case No. 3-05-JV-29032A. On February 16, the People filed a section 602 petition against minor for the knife incident. The juvenile court gave the petition case No. 3-05-JV-29032B. On February 25, minor admitted the allegations of both petitions. The juvenile court gave the proceeding case No. 3-05-JV-29032AB, found wardship, and placed minor on probation in the custody of his great-aunt guardian. It imposed standard probation conditions, including one to refrain from using, possessing, or being under the influence of controlled substances.

In December 2005, minor threw a brick through the window of a vacationing neighbor's home, entered the home through the window, and opened the door to let in two teenage confederates. The three ransacked and vandalized the home. They found and stole jewelry valued at \$3,000. When one of the teenagers' mothers questioned minor about jewelry he was wearing, minor admitted committing the crime. The three teenagers later confessed to the homeowner and returned about half the jewelry.

On February 7, 2006, the People filed a section 602 petition against minor for the burglary incident. The juvenile court gave the petition case No. 3-05-JV-29032C. On March 10, minor admitted the allegations of the petition. The juvenile court sustained the petition and set disposition for April 7. On April 7, the probation officer reported to the juvenile court that minor's guardian had moved to Los Banos in Merced County. The juvenile court then transferred the case to Merced County for disposition. The Merced County juvenile court accepted the case and gave it case No. J1495. On June 9, it continued minor's wardship and placed minor on probation with a condition, among others, that minor pay joint and several victim restitution of \$2,203.93.

In March 2007, minor left his guardian's home in Los Banos without permission and remained away, which violated his probation. On March 22, minor admitted the violation and the juvenile court committed him to the Bear Creek Academy Short Term Program Level 2. On April 24, the probation officer advised the juvenile court that minor's guardian could no longer control minor and minor's mother in Gilroy had agreed to take minor's custody. The juvenile court then terminated the guardianship, placed minor in his mother's custody, and retransferred the case to Santa Clara County. There, the Santa Clara County juvenile court accepted the case and renumbered the proceeding as No. 3-05-JV-29032D. On June 29, it continued minor on probation.

On December 20, 2007, the People filed a section 777 petition against minor under case No. 3-05-JV-29032E. The notice of hearing states that "On February 25, 2005 minor was adjudged a Ward of the Court," and describes the circumstance of the probation violation as "[Minor] left home on December 14, 2007 and has failed to notify the Probation Department of his new address. His whereabouts are unknown." The accompanying probation officer's citation states that the case "was accepted by the Santa Clara County Juvenile Court from Merced County" and notes that minor's mother had been arrested on drug charges. Other supporting papers include copies of the dispositional order of February 25, 2005, in case No. 3-05-JV-29032AB. The

accompanying probation report describes the weapons 602 and the burglary 602 in a section entitled “**ADJUSTMENT UNDER SUPERVISION.**” A warrant for minor’s arrest issued under case No. 3-05-JV-29032E, but minor self surrendered on March 19, 2008. He admitted to the probation officer that he had smoked marijuana and consumed alcohol and wished to become drug and alcohol free. On April 7, minor admitted violating probation and the juvenile court continued minor on probation. On April 21, the juvenile court ordered minor screened for JTC. On May 15, the juvenile court and minor signed a JTC “DISPOSITION AGREEMENT” in case No. 3-05-JV-29032E. The agreement provides as follows: “I understand that the Court will be staying time in Juvenile Hall or the Juvenile Rehabilitation Facility (the Ranch) as an incentive for me to graduate from JTC. I also understand that the Court will be staying other terms of my probation such as fines and fees. *If I graduate from JTC, my probation will be terminated and the stayed portions of my probation will not be imposed.*” (Italics added.)

Minor completed the JTC program. At a hearing on April 2, 2009, the juvenile court remarked: “[I]t looks like you’ve made it. Got a recommendation to dismiss . . . . You’ve really come a long way. You know, my first notes on you were it looks like it’s a pretty serious situation that you’re in. And we took you and worked with you. . . . But you’ve come a long way, and now you’re looking at graduating from the J-T-C program.” Later, the juvenile court and parties discussed that, while a burglary 602 codefendant had paid \$1,710 of the restitution amount, \$493.93 remained unpaid. The People argued that minor “should remain on probation until that restitution amount is paid.” They acknowledged that a judgment against minor for the restitution amount was extant but urged that the burden was on the victim to collect. Minor countered that the failure to pay was not “a legitimate reason to keep someone on probation who has complied with everything they were supposed to do in J-T-C.” The juvenile court distinguished between the weapons 602 and burglary 602 and dismissed probation in the weapons 602. It

continued the hearing for six months to “take a look at that time at what good faith efforts” minor made toward restitution in the burglary 602.

### DISCUSSION

Minor contends that (1) he entered into a written contract wherein the juvenile court promised to terminate probation if he graduated from the JTC program, (2) the juvenile court refused to uphold its contractual obligation after he graduated, and (3) the juvenile court breached the contract. He separately contends that he is entitled to specific performance of the JTC contract.

The People counter that the JTC agreement only pertained to the weapons case, which they refer to as the “E probation revocation matter,” and nowhere reflects the “C matter, for which disposition occurred almost two years earlier on June 9, 2006.” They conclude: “Inasmuch as the JTC agreement had no application to [minor’s] probation disposition on petition C, [minor’s] probation on that petition was unaffected by the terms of the JTC agreement.” They further suggest that the JTC agreement is not a contract because it did not result from negotiations between them and minor as would, for instance, a plea bargain. They instead view the agreement as a take-it-or-leave-it choice prefatory to participating in JTC.

A juvenile court disposition is not usually construed via civil contract principles. We nevertheless agree that minor is entitled to the relief he seeks.

First and most fundamentally, the juvenile court had before it a troubled youth who had suffered two section 602 judgments and dispositions involving three criminal offenses, one section 777 disposition in Merced County, and one more section 777 disposition before it. Despite serving probation in each section 602 case and twice violating probation, minor qualified for the JTC program and did everything asked of him to complete the program and potentially change his life’s direction. Although this is not akin to a plea bargain case, the juvenile court represented, without qualification, that it would terminate probation upon minor’s graduation from the JTC program. Nothing was

said at the time about other procedural loose ends. The juvenile court clearly and expressly stated that probation would terminate. When probation is terminated, there is no jurisdiction to further modify, add to, or enforce previous orders.

Second, the People's analysis supposing that there are distinct, lettered cases against minor--one of which applies to the JTC agreement and others of which do not apply--is erroneous. "Proceedings under section 777 . . . are related to the original dispositional order that granted probation. Such proceedings, among other things, allow the juvenile court to 'change previous orders.' [Citation.] 'Probation, when ordered for a minor, can assume many configurations and is but one aspect of the dispositional order . . . .' [Citation.] 'A grant of juvenile probation is not revoked upon sustaining a supplemental petition; rather, the entire underlying order is subject to modification "as the judge deems meet and proper." (§ 775.)' " (*In re Brian K.* (2002) 103 Cal.App.4th 39, 43-44.) In short, a section 777 petition does not have a life of its own but rather depends upon the underlying section 602 grant of probation for its efficacy.

Here, for example, the weapons 602 stemmed from the AB petition and the burglary 602 stemmed from the C petition that became the D proceeding upon its return from Merced County. When minor violated probation on December 20, 2007, he conceptually violated probation in both AB and CD. The probation department implicitly recognized this truism by instituting the section 777 proceeding as an E proceeding that (1) carried the same numeric as AB and CD, and (2) had factual roots in AB and CD. The JTC agreement states that it arises from E. But the probation referred to in the JTC agreement cannot mean E probation given that E probation is necessarily AB and CD probation. The juvenile court implicitly recognized this truism by dismissing AB probation rather than dismissing a stand-alone E probation.

In summary, the juvenile court represented to minor that it would terminate probation upon JTC graduation. The probation at issue stemmed from the weapons 602

and burglary 602. Since minor graduated, there is no justification for the juvenile court's refusal to terminate probation in the burglary 602.

DISPOSITION

The judgment is reversed. The juvenile court is directed to dismiss minor's probation in the burglary 602.

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Premo, J.

WE CONCUR:

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Rushing, P.J.

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Duffy, J.